

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE:

Bankruptcy No. 24-31355

Strategic Pork Solutions LLC,

Debtor.

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**DEBTOR-IN-POSSESSION'S MOTION FOR AUTHORITY TO SELL LAND IN  
FARIBAULT COUNTY**

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NOW COMES, Strategic Pork Solutions LLC, the Debtor in the above-captioned case (the "Debtor"), and file this Motion to Sell Land in Faribault County, Minnesota, and in support of its motion respectfully states as follows:

1. The Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code on May 23, 2024

2. The Court will hold a hearing on this motion on Wednesday, the 17th day of July, 2024, at 10:00 o'clock a.m., or as soon thereafter as counsel may be heard, in Courtroom 8 West, 300 South Fourth Street, Minneapolis, Minnesota 55415.

3. Any response to this motion must be filed and served by delivery not later than Wednesday July 10, 2024, which is seven (7) days before the time set for the hearing (including Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sec. 157 and 1134, Bankruptcy Rule 5005 and Local Rule 1070-1. This is a core proceeding. The case is now pending in this Court.

5. Pursuant to §541 of the United States Bankruptcy Code, the estate has come into possession of a fee title interest in real property located in Faribault County, Minnesota. Said

property, commonly known as 52901 160<sup>th</sup> Street, Wells, MN 56097 (the “Property”), is legally described as follows:

**FARIBAULT COUNTY, MINNESOTA**

**2. Parcel No. 19.015.0201**

That part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section Fifteen (15), Township One Hundred Three (103) North, Range Twenty-five (25) West, Faribault County, Minnesota, described as: Beginning at the southeast corner of said Section Fifteen (15); thence South 89 degrees 19 minutes 38 seconds West, (assumed bearing), along the south line of the Southeast Quarter (SE1/4) of said Section Fifteen (15), a distance of 720.00 feet; thence North 00 degrees 07 minutes 50 seconds West, 390.00 feet; thence North 89 degrees 19 minutes 38 seconds East, 520.00 feet; thence South 00 degrees 07 minutes 50 seconds East, 60.00 feet; thence North 89 degrees 19 minutes 38 seconds East, 200.00 feet to a point on a straight line between the southeast corner and the northeast corner of said Section Fifteen (15); thence South 00 degrees 07 minutes 50 seconds East, along said straight line, 330.00 feet to the point of beginning. Said Parcel contains 6.17 acres, subject to an easement for 160th Street purposes over and across the southerly boundary and subject to an easement for 530th Avenue over and across the easterly boundary. ALSO subject to any other easements of record.

Proofed with Document No. 390735; JDS & CY

6. The Debtor executed and delivered to Security Bank Minnesota a Mortgage dated March 30, 2022, covering the Property and securing all present or future obligations to Security Bank Minnesota, up to a maximum principal amount of \$300,000.00. The Mortgage was recorded with the Office of the Faribault County Recorder on April 4, 2022, as Document No. 390736.

7. In addition, the Debtor executed and delivered to Security Bank Minnesota a Mortgage dated May 19, 2023, covering the Property and security all present and future obligations to Security Bank Minnesota, up to a maximum principal amount of \$433,125.00. The Mortgage was recorded with the Office of the Faribault County Recorder on May 30, 2023, as Document No. 394240.

8. In addition, the Debtor executed and delivered to Security Bank Minnesota a Mortgage dated October 11, 2023, covering the Property and securing all present or future obligations to Security Bank Minnesota, up to a maximum principal amount of \$439,900.00. The

Mortgage was recorded with the Office of the Faribault County Recorder on October 23, 2023, as Document No. 395463.

9. Security Bank Minnesota asserts the aggregate principal balances of the loans secured by the mortgages referenced above exceeds \$930,000.

10. The Debtor estimates that the value of this Property is \$770,000. The Debtor valued the Property at \$770,000.00 in the Schedules. The offer to purchase is close to the amount of the Debtor's valuation and was the basis for the value in the Schedules. The offer greatly exceeds the tax assessed value. There may exist judgment liens against the Property—including a judgment docketed in Faribault County by County Line Pork LLC on April 24, 2024—but any such liens, if valid, are junior to the mortgages of Security Bank Minnesota.

11. The sale of the Debtor's interest in the Property shall be free and clear of all liens, claims and encumbrances, and all valid liens, claims and encumbrances, if any, shall attach to the proceeds of sale of the subject Property in order of priority. In light of the value of the Property and the outstanding balance of loans secured by the mortgages held by Security Bank Minnesota, the Debtor requests authority to deliver the net proceeds from the sale of the Property directly to Security Bank Minnesota at closing.

12. The Debtor intends to sell the Property to Warren Scott Johnson pursuant to the attached Purchase Agreement (See Exhibit "A") for \$760,000.00 plus an additional buyer's premium of \$22,000.00.

13. Subject to Court approval, the sale will be closed on July 15, 2024.

14. The Debtor believes the sale, as proposed herein, is in the best interest of all creditors of the estate and should be approved.

WHEREFORE, the Debtor prays for an Order of this Court approving the sale of the Property described herein upon the terms and conditions provided herein and for such other relief, at law or in equity, to which the Debtor shows itself justly entitled.

Dated this 10th day of June, 2024.

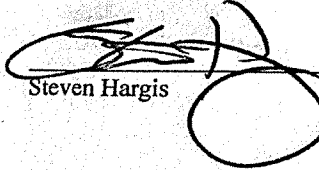
FLUEGEL, ANDERSON, MCLAUGHLIN,  
& BRUTLAG, CHARTERED

/s/ David C. McLaughlin  
David C. McLaughlin  
129 Northwest 2<sup>nd</sup> St.  
Ortonville, MN 56278  
(320) 839-2549  
Attorney License #127383

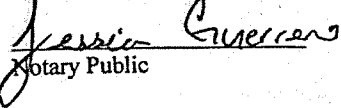
VERIFICATION

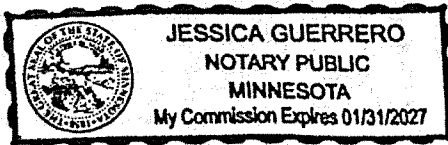
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Steven Hargis, Chief Operating Officer of the corporation being first duly sworn upon oath, states that he is one of the Debtors-in-Possession in the above-entitled proceeding; that he has read the foregoing Motion for Authority to Sell Land in Faribault County, Minnesota, Free and Clear of all Liens, Claims and Encumbrances, knows the contents thereof to be true of his knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes them to be true.

  
Steven Hargis

Subscribed and sworn to before me  
this 8<sup>th</sup> day of June, 2024.

  
Notary Public





# EXHIBIT A

## MN AUCTION LAND PURCHASE AGREEMENT

This contract is made between:

Seller(s):

Strategic Pork Solutions LLC by Steve Hargis (President)

Buyer(s):

WARREN SCOTT JOHNSON

**Purchase Price:** The Total Purchase Price for the Property is which the buyer agrees to pay as follows:

\$ 782,800.00

a. Auction Bid Price – Total Dollars

\$ 760,000.00

b. Buyer's Premium – Total Dollars

3%

\$ 22,800.00

c. Earnest Money - Broker's Trust Account  
(Earnest Money is Non-refundable)

10%

\$ 76,000.00

d. Balance of Purchase Price due at closing

\$ 706,800.00

**Property Description:** Buyer agrees to purchase and Seller agrees to sell the real property and the improvements commonly known as:

Sect-15 Twp-103 Range-025 6.17 AC TR COM SE COR SE 1/4 TH W720' N390' E520' S60' E200' S330' TO BEG

**Closing and Possession:** Closing shall be on or before April 15, 2024 (Closing Date) at TBD

Seller will execute and deliver into escrow with the title company or other closing agent, the Warranty (Warranty, Trustees, Personal Representatives, or other) deed and all other documents and funds necessary to satisfy Seller's obligations under this contract and to deliver marketable title.

**Sellers Costs:** The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows:

1. Document preparation costs, recording fees, and deed tax for documents necessary to establish good and marketable title to Seller;
2. Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of the Seller;

Seller Initials: SH

Buyer Initials:

WSJ

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LandProz Real Estate, LLC | LandProz of Indiana, LLC

111 East Clark Street, Albert Lea, MN 56007 • 1-844-464-7769 • 507-373-5660

Broker Brian Haugen – MN, SD, IA, WI, IL, KS, MO • Broker Auctioneer Greg Jensen – MN, IA – 24-21 Broker Glen Salow –

IA • Broker Tim Young – OH • Broker Andrew Fansler – IN

**EXHIBIT A**

3. Document preparation costs for Seller's deed or contract for deed, Certificate of Real Estate Value, Seller's Affidavit, well disclosure certificate (if applicable), and any other documents necessary to transfer good and marketable title to Buyer by Seller's deed;
4. Deed tax on Seller's deed and the Agricultural Conservation deed tax charged under Minn. Stat. 40A.152.
5. Fees payable to Seller's lawyer or to a closer for conducting the title transfer portion of closing; and the following:
6. \_\_\_\_\_

**Buyer's Costs:** Buyer shall pay the following at closing:

1. Document preparation costs, recording fees, and mortgage registry taxes for documents necessary for Buyer's mortgage financing;
2. Document filing fee for a Well Disclosure Certificate if applicable;
3. Agricultural Conservation deed tax on Buyer's mortgage deed charged under Minn. Stat. 40A.152.
4. Loan closers fee
5. Recoding the deed, contract for deed or other instrument of conveyance where Buyer is grantee; and the following:
6. \_\_\_\_\_

**Earnest Money:** Upon Final Acceptance Date the earnest money shall be deposited into the Brokers Trust Account. It shall remain there until it is sent to the Escrow Agent for closing on the property. In the event the Seller cannot provide clear and marketable title and meet the terms of Closing and Possession, the earnest money will be refunded to the X Buyer or \_\_\_\_\_ Seller. If the Buyer fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller the earnest money shall be paid first towards broker/agent, or any broker/agent fees, or broker/agent cash advances made on behalf of the Seller. Commission is not part of the costs, fees, or cash advance.

Seller and Buyer acknowledge all funds required for closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company, the closing will be completed. Seller will deliver possession of the property to Buyer by the time of closing unless otherwise stated in the agreement.

Seller Initials: SHBuyer Initials: WSJ

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**EXHIBIT A**

Buyer must not occupy or place personal property on the property prior to completion of closing unless otherwise agreed upon in writing between Buyer and Seller.

**Evidence of Title:**

1. Seller at their expense shall obtain an abstract of title to the property continued through the date of acceptance of this offer and deliver it to Buyer for examination. Buyer is responsible for the cost of a title opinion. It shall show marketable title and Sellers names in conformity with this purchase agreement, Minnesota law and Title Standards of the Minnesota State Bar Association. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assigns.

If at the time of closing there remains unresolved title objections the parties agree to:

  x   Escrow from the sale proceeds a sufficient amount to protect the Buyer's interest until objections are corrected.

       Buyers have the option to cancel this purchase agreement if marketable title cannot be obtained within 90 days after any title objections.

2. If abstract is unable to be found or is unreasonably available, Seller shall provide and pay for an owner's policy of title insurance without standard exceptions for the Property from a title company as agreed to by the Parties, insuring Buyer's marketable title in the amount of the Purchase Price. Seller shall apply for a title commitment within 10 days of the execution of this Agreement by all Parties.

a. Upon receipt of the commitment, Buyer will have 14 days to provide Seller with written notice of any title objections. Buyer failure to make objections within such time period will constitute waiver of objections. Any matter shown in the commitment and not objected to by Buyer will be a "permitted encumbrance."

b. Seller will have thirty (30) days after receipt of objections to cure the objections, during which period the Closing may be amended as necessary. Seller shall use its best efforts to correct any objections. If the objections are not cured within such thirty (30) day period, Buyer will have the following options:

1. Terminate this Agreement.

2. Withhold from the Purchase Price an amount which, in the reasonable judgment of Buyer, is sufficient to assure cure of the objections. Any amount so withheld will be placed in escrow with the Closing Agent pending such cure. If Seller does not cure such objections within ninety (90) days after such escrow is established, Buyer

may then cure such objections, and charge the costs of such cure (including  
Seller Initials: SLB Buyer Initials: (WS) LPA 3 of 9



**EXHIBIT A**

reasonable attorneys' fees) against the escrowed amount. If such escrow is established, the Parties agree to execute and deliver such documents as may be reasonably required by the Closing Agent, and Seller agrees to pay the charges of the Closing Agent to create and administer the escrow.

3. Waive the objections and proceed to close.

c. If title is made marketable as provided herein by Seller, and Buyer defaults in any of the agreements contained in this Agreement, Seller may elect either of the following options, as permitted by law

1. Cancel this contract as provided by statute.

2. Seek specific performance of this Agreement within six (6) months after such right of action arises, including costs and reasonable attorneys' fees, as permitted by law.

**Buyer has the right to obtain title insurance instead of, or in conjunction with an abstract, but such policy is at sole expense of Buyer.**

**1031 Tax Deferred Exchange:** If either the Seller or the Buyer is performing a 1031 Tax Deferred Exchange in connection with this sale, both the Seller and Buyer agree to cooperate to execute that exchange.

**Government Programs:** Buyer acknowledges that it is their responsibility to research and/or uphold any government programs that could be or are currently in place on the property. Buyer is not relying on any other representations regarding accessing government programs.

Government Program payments will be prorated to the date of closing unless otherwise stated.

**Condition, Maintenance, and Inspections of the Property:** Utilities - Seller agrees to leave all utilities on until the date of possession unless otherwise agreed.

Maintenance of Property - Seller will maintain the property in its present condition through the possession date. Seller will advise Buyer of any substantial change in the condition of the property prior to closing date. Seller shall remove all personal property upon vacating the property, unless stated in this contract.

**Insurance & Casualty Loss:** Seller will continue to provide any current insurance coverage until closing. If before delivery of the deed to Buyer, improvements on the property are damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage

Seller Initials: AP Buyer Initials: (NS)

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**EXHIBIT A**

insurance, then the Seller must notify the Buyer in writing with 24 hours of such damage. The parties agree that the damages will be remedied by the Seller by date of closing, unless otherwise agreed upon in writing.

**Survey:**

☒ Seller, at Seller's expense, will provide a Survey for the property only if necessary to establish clear title.

\_\_\_\_\_ Buyer, at Buyer's expense, will provide a Survey for the Property prior to the closing date.

\_\_\_\_\_ Seller, at Seller's expense, will provide a Survey for the Property prior to the closing date.

\_\_\_\_\_ Seller & Buyer agree to split the cost of the Survey.

\_\_\_\_\_ Seller & Buyer agree a Survey will not be provided.

\_\_\_\_\_ Other:

**Lease Agreement:**

☒ No there currently are no lease agreements on the property.

\_\_\_\_\_ Yes this property is subject to a current lease. The income shall be divided as follows:

\_\_\_\_\_ Seller to retain the lease income from \_\_\_\_\_ (date) and before;

\_\_\_\_\_ Buyer to receive the lease income from \_\_\_\_\_ (date) and thereafter;

\_\_\_\_\_ Seller and Buyer to prorate the lease income to the date of closing;

\_\_\_\_\_ See additional Terms and Condition for how income shall be divided.

**Taxes:** Seller and Buyer agree to the following tax obligations:

\_\_\_\_\_ Seller and Buyer to prorate taxes to the date of closing. Seller shall pay taxes up to the date of closing and Buyer shall pay taxes and any unpaid installments of special assessments thereafter.

☒ Seller to pay taxes due in the year 2023 and those prior to that year including any delinquent taxes. Buyer shall pay the taxes due in the year 2024 and any unpaid installments of special assessments payable in that year and thereafter.

**Addenda:** The following Addenda (riders, supplements, etc.) are attached and are a part of this contract:

\_\_\_\_\_ Sellers Disclosures;

Seller Initials: SH

Buyer Initials: WSJ

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Other: \_\_\_\_\_

\_\_\_\_\_ No, there are not any additional terms.

\_\_\_\_\_ Yes, there are additional terms and conditions and they will be described as follows:

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Seller Initials: JS Buyer Initials: DS

LandProz Real Estate, LLC | LandProz Country Living, LLC | LandProz of Indiana, LLC 111 East Clark Street, Albert Lea, MN  
56007 • 1-844-GO-4-Proz • 507-373-5660  
Broker Brian Haugen – MN, SD, IA, WI, IL, KS, MO • Broker Auctioneer Greg Jensen – MN, IA – 24-21 Broker Glen Salow –  
IA • Broker Tim Young – OH • Broker Andrew Fansler – IN

**Brokerage Relationship:**

**EXHIBIT A**

Seller and Buyer acknowledge the Real Estate Brokerage Disclosure has been furnished to them.

Seller and Buyer acknowledge the Real Estate License involved in this transaction may be acting as Agents of the Seller, Agents of the Buyer, Transaction Broker or Disclosed Dual Agents.

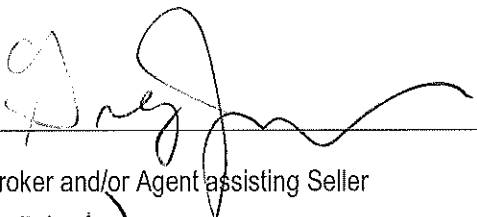
- a. Agent for the Seller has a duty to represent the Seller's interest and will not be the Agent of the Buyer.
- b. Agent for the Buyer has the duty to represent the Buyer's interest and will not be the Agent of the Seller.
- c. Transaction Broker (Facilitator) is not an Agent for either party and does not advocate for the interest of either party.
- d. Disclosed Dual Agency is acting as an Agent for both the Seller and Buyer.


**Broker/Agent assisting Seller is a:**

  X   Seller's Agent  
       Buyer's Agent  
       Transaction Agent (Facilitator)  
       Disclosed Dual Agent

**Broker/Agent assisting Buyer is a:**

       Buyer's Agent  
       Seller's Agent  
       Transaction Agent (Facilitator)  
       Disclosed Dual Agent

  
\_\_\_\_\_  
Broker and/or Agent assisting Seller

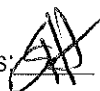

  
\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Broker and/or Agent assisting Buyer

DocuSigned by:  
  
6C9C4FEF7CD5428...  
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

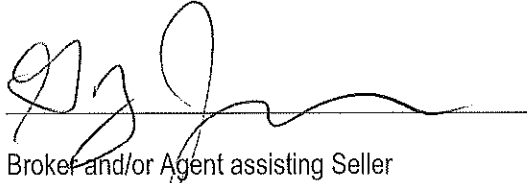
Seller Initials:  Buyer Initials: 

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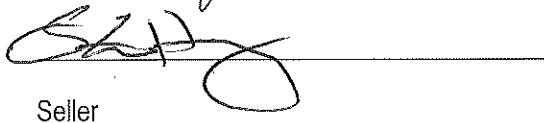
**Compensation:** Brokerage fees, brokerage commission, and other fees will be paid out at closing. Seller and Buyer understand and agree Brokers may be compensated by more than one party in the transaction. This applies to all contracts & agreements, and/or terms relating to the subject property in this Purchase Agreement. There will be a buyer's fee added to the final bid price per the seller's listings agreement. Buyer agrees to pay the total bid price with the buyer's fees included and the sellers agree to provide payment from the seller's proceeds at closing. There is no agency to the buyer.

Brokers are being compensated by: Seller \_\_\_\_\_ Buyer \_\_\_\_\_ Both X

**EXHIBIT A**




Broker and/or Agent assisting Seller



Seller

Seller

Broker and/or Agent assisting Buyer

DocuSigned by:  
  
6C9C4FEF7CD5428...



Buyer

Buyer

**Electronic Signature:** All Parties agree the electronic signature of any party on any document relate to this transaction constitute valid, binding signatures.

Please review all of the terms and conditions in this agreement before you move on to the final signature page.

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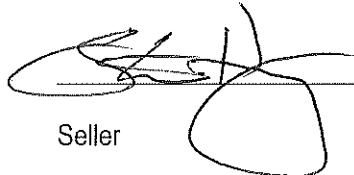
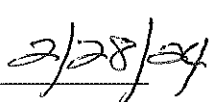
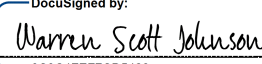

Seller Initials:  Buyer Initials: 


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
EXHIBIT A

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND ANY PART OF THIS CONTRACT.

If applicable, Seller hereby authorizes Closing Agent to obtain payoff information from Seller's lender.

		<div>DocuSigned by:  6C9C4FEF7CD5428...</div>	2/28/2024
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Address		Address	
		_____	
Broker/Agent assisting Seller		Broker/Agent assisting Buyer	

Seller Initials: 

Buyer Initials: 

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:

BKY #24-31355

Chapter 11

Strategic Pork Solutions LLC,

Debtor.

UNSWORN DECLARATION FOR PROOF OF SERVICE

The undersigned, being an employee of Fluegel, Anderson, McLaughlin & Brutlag, Chartered declares that on the date indicated below, I served true and correct copies of the following:

- DEBTOR-IN-POSSESSION'S MOTION FOR AUTHORITY TO SELL LAND IN FARIBAULT COUNTY

upon the entities named below by first class mail postage prepaid and by first class mail postage prepaid to a domestic or foreign corporation or upon a partnership or other unincorporated association to the attention of a managing agent, or by certified mail prepaid to an insured depository institution addressed to an officer of the institution and to any entities who are Filing Users, by automatic e-mail notification pursuant to the Electronic Case Filing System:

Internal Revenue Service  
Wells Fargo Place  
30 E 7<sup>th</sup> St  
Mail Stop 5700  
St. Paul, MN 55101

Internal Revenue Service  
Centralized Insolvency Operations Unit  
PO Box 7346  
Philadelphia, PA 19101

AND ALL CREDITORS ON ATTACHED MATRIX.

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: June 11, 2024

/e/ Chelsie A. Gere

Label Matrix for local noticing  
0864-3  
Case 24-31355  
District of Minnesota  
St Paul  
Wed May 29 14:00:36 CDT 2024

Strategic Pork Solutions, LLC  
126 South Broadway  
Wells, MN 56097-1628

St Paul  
200 Warren E. Burger Federal Building  
and U.S. Courthouse  
316 N Robert St  
St Paul, MN 55101-1495

ACP, LLC  
1750 W 23rd Street  
Fremont NE 68025-6607

Advanced Livestock  
PO Box 294  
Fulda MN 56131-0294

Agrisompo of North America  
7101 82nd Street  
Lubbock TX 79424-4703

Agvet Supply, PLLC  
203 Commerce Drive  
Webster City IA 50595-2304

Blue Cross Blue Shield  
PO Box 860448  
Minneapolis MN 55486-0448

Brooke S. Jacobs  
6701 Westown Parkway, Suite 10  
Brick Gentry, P.C.  
West Des Moines IA 50266-7703

Central Farm Service  
233 W. Ciro Street  
Truman MN 56088-2018

Christina Hargis  
126 S. Broadway  
Wells MN 56097-1628

County Line Pork, LLC  
1350 W Prairie Drive  
Sycamore IL 60178-3166

Doug Becker  
SPS Grower  
150th Street  
Easton MN 56025

Foley & Mansfield  
250 Marquette Ave  
Ste 1200  
Minneapolis MN 55401-1874

Hawkins Inc  
PO Box 860263  
Minneapolis MN 55486-0263

Innovative Agricultural Soluti  
1416 Panoramic Court  
Ames IA 50010-4188

Joe Druffel  
12742 590th Avenue  
Wells MN 56097-4715

KH Trucking  
744 12th Avenue NE  
Hampton IA 50441-1120

Lager's of Mankato  
307 Raintree Road  
Mankato MN 56001-4817

Larry Mohrinkel  
42631 750th Ave.  
Saint James MN 56081-4559

Maschka, Reidy, Ries & Andrews  
151 St. Andrews Court  
Building 1010  
Mankato MN 56001-8818

Minnesota Enery Resources  
PO Box 6040  
Carol Stream IL 60197-6040

Pig Express Inc.  
40 52nd Way Northeast  
Fridley MN 55421-1014

Pro-Cooperative  
PO Box 189  
Pocahontas IA 50574-0189

Security Bank Minnesota  
437 Bridge Ave.  
Albert Lea MN 56007-2954

Small Business Administration  
409 3rd St., SW  
Washington DC 20416-0002

Steven Hargis  
126 S. Broadway  
Wells MN 56097-1628

US Trustee  
1015 US Courthouse  
300 S 4th St  
Minneapolis, MN 55415-3070

Verterinary Pharmaceutic  
2008 North Sunrise Drive  
Saint Peter MN 56082-5384

Warren Johnson  
125th St.  
Wells MN 56097





WAUNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE:

Bankruptcy No. 24-31355

Strategic Pork Solutions LLC,

Debtor.

---

**ORDER AUTHORIZING SALE OF LAND IN FARIBAULT COUNTY, MINNESOTA,  
FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES,  
TO WARREN SCOTT JOHNSON**

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On this 17th day of July, 2024, came to be considered the Debtor-in- Possession's Motion for Order Authorizing Sale of Land in Faribault County, Minnesota, Free and Clear of All Liens, Claims and Encumbrances filed by Strategic Pork Solutions LLC , the Chapter 11 Debtor-in- Possession of the above-referenced bankruptcy estate (the "Debtor") seeking to sell the following real estate in Faribault County, Minnesota, to-wit (the "Property"):

**FARIBAULT COUNTY, MINNESOTA**

**2. Parcel No. 19.015.0201**

That part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) of Section Fifteen (15), Township One Hundred Three (103) North, Range Twenty-five (25) West, Faribault County, Minnesota, described as: Beginning at the southeast corner of said Section Fifteen (15); thence South 89 degrees 19 minutes 38 seconds West, (assumed bearing), along the south line of the Southeast Quarter (SE1/4) of said Section Fifteen (15), a distance of 720.00 feet; thence North 00 degrees 07 minutes 50 seconds West, 390.00 feet; thence North 89 degrees 19 minutes 38 seconds East, 520.00 feet; thence South 00 degrees 07 minutes 50 seconds East, 60.00 feet; thence North 89 degrees 19 minutes 38 seconds East, 200.00 feet to a point on a straight line between the southeast corner and the northeast corner of said Section Fifteen (15); thence South 00 degrees 07 minutes 50 seconds East, along said straight line, 330.00 feet to the point of beginning. Said Parcel contains 6.17 acres, subject to an easement for 160th Street purposes over and across the southerly boundary and subject to an easement for 530th Avenue over and across the easterly boundary. ALSO subject to any other easements of record.

Proofed with Document No. 390735; JDS & CY

Appearances are noted of record.

The Court finds that proper notice was given to all creditors and parties in interest, and the Court, having been advised that the Debtor has no pending objections to the proposed sale, and the

Court having further considered the Debtor's Motion, and being of the opinion that the Property should be sold to Warren Scott Johnson under the terms and conditions described in Exhibit A to the Motion for the price of \$760,000.00 with Buyer paying buyer's premium of \$22,000.00.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Debtor is hereby authorized to sell its interest in the Property to Warren Scott Johnson, free and clear of all liens, claims and encumbrances, and all valid liens, claims and encumbrances, if any, shall attach to the proceeds of the sale, including but not limited to the following:

1. Security Bank Minnesota Mortgage dated March 30, 2022 and recorded with the Office of the Faribault County Recorder on April 4, 2022, as Document No. 390736.

2. Mortgage dated May 19, 2023 and recorded with the Office of the Faribault County Recorder on May 30, 2023, as Document No. 394240.

3. Security Bank Minnesota Mortgage dated October 11, 2023 and recorded with the Office of the Faribault County Recorder on October 23, 2023, as Document No. 395463.

4. The Debtor shall deliver the net proceeds from the sale of the Property to Security Bank Minnesota at the sale closing.

5. Any judgments docketed in Faribault County are released as there is no equity in the Property based on the balance of the loans secured by the mortgages referenced above.

Dated:

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Katherine A. Constantine  
Judge of Bankruptcy Court